# UNITED STATES BANKRUPTCY COURT MIDDLE DISTRICT OF FLORIDA ORLANDO DIVISION

In re:	
JAMES M. PARTAIN and CAROL PARTAIN,	Case No. 6:19-bk-00878-CCJ
Debtors. /	

#### **CHAPTER 13 PLAN**

## A. <u>NOTICES</u>.

Debtor<sup>1</sup> must check one box on each line to state whether or not the Plan includes each of the following items. If an item is checked as "Not Included," if both boxes are checked, or if neither box is checked, the provision will be ineffective if set out later in the Plan.

A limit on the amount of a secured claim based on a valuation which may result in a partial payment or no payment at all to the secured creditor. See Sections C.5(d) and (e). A separate motion will be filed.	1	Not Included
Avoidance of a judicial lien or nonpossessory, nonpurchase money security interest under 11 U.S.C. § 522(f). A separate motion will be filed. See Section C.5(e).	Included	Not Included 되XXX
Nonstandard provisions, set out in Section E.	Included	Not Included RXXX

**B.** MONTHLY PLAN PAYMENTS. Plan payments include the Trustee's fee of 10% and shall begin 30 days from petition filing/conversion date. Debtor shall make payments to the Trustee for the period of 60 months. If the Trustee does not retain the full 10%, any portion not retained will be disbursed to allowed claims receiving payments under the Plan and may cause an increased distribution to the unsecured class of creditors.

\$1,645.00 from Months 1 through 60.

All references to "Debtor" include and refer to both of the debtors in a case filed jointly by two individuals.

# C. PROPOSED DISTRIBUTIONS.

#### 1. <u>ADMINISTRATIVE ATTORNEY'S FEES.</u>

Base Fee \$4,500.00 Total Paid Prepetition \$1,500.00 Balance Due \$3,000.00 Mediation/Modification - \$2,500.00. Balance Due \$2,500.00

#### 2. DOMESTIC SUPPORT OBLIGATIONS (as defined in 11 U.S.C. §101(14A).

Acct. No.	Creditor	Total Claim Amount

### 3. PRIORITY CLAIMS (as defined in 11 U.S.C. § 507).

Last Four Digits of Acct. No.	our Digits of Acct. No.   Creditor	
NONE		

- 4. TRUSTEE FEES. From each payment received from Debtor, the Trustee shall receive a fee, the percentage of which is fixed periodically by the United States Trustee.
- 5. SECURED CLAIMS. Pre-confirmation payments allocated to secured creditors under the Plan, other than amounts allocated to cure arrearages, shall be deemed adequate protection payments. The Trustee shall disburse adequate protection payments to secured creditors prior to confirmation, as soon as practicable, if the Plan provides for payment to the secured creditor, the secured creditor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to secured creditors under the Plan shall be deemed contractually paid on time.

(a) Claims Secured by Debtor's Principal Residence Which Debtor Intends to Retain - Mortgage, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides for curing prepetition arrearages on a mortgage on Debtor's principal residence, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments for Debtor's principal residence on the following mortgage claims:

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

(b) Claims Secured by Other Real Property Which Debtor Intends to Retain - Mortgage Payments, HOA and Condo Association Payments, and Arrears, if any, Paid Through the Plan. If the Plan provides to cure prepetition arrearages on a mortgage, Debtor will pay, in addition to all other sums due under the proposed Plan, all regular monthly postpetition mortgage payments to the Trustee as part of the Plan. These mortgage payments, which may be adjusted up or down as provided for under the loan documents, are due beginning the first due date after the case is filed and continuing each month thereafter. The Trustee shall pay the postpetition mortgage payments on the following mortgage claims:

Last Four Digits of Acct. No.	Creditor	Collateral Address	Regular Monthly Payment	Gap Payment	Arrears

(c) Claims Secured by Real Property - Debtor Intends to Seek Mortgage Modification. If Debtor obtains a modification of the mortgage, the modified payments shall be paid through the Plan. Pending the resolution of a mortgage modification request, Debtor shall make the following adequate protection payments to the Trustee: (1) for homestead property, the lesser of 31% of gross monthly income of Debtor and non-filing spouse, if any (after deducting homeowners association fees), or the normal monthly contractual mortgage payment; or (2) for non-homestead, income-producing property, 75% of the gross rental income generated from the property.

Last Four Digits of Acct. No.	Creditor	Collateral Address	Adequate Protection Payment
3406	Wells Fargo Mortgage	3163 Hanging Moss Circle Kissimmee, FL 34742	\$1,166.61 (31%)

(d) Claims Secured by Real Property or Personal Property to Which Section 506 Valuation APPLIES (Strip Down). Under 11 U.S.C. § 1322 (b)(2), this provision does not apply to a claim secured solely by Debtor's principal residence. A separate motion to determine secured status or to value the collateral must be filed. The secured portion of the claim, estimated below, shall be paid. Unless otherwise stated in Section E, the payment through the Plan does not include payments for escrowed property taxes or insurance.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Value	Payment Through Plan	Interest Rate

(e) Liens to be Avoided Under 11 U.S.C. § 522 or Stripped Off Under 11 U.S.C. § 506. Debtor must file a separate motion under § 522 to avoid a judicial lien or a nonpossessory, nonpurchase money security interest because it impairs an exemption or under § 506 to determine secured status and to strip a lien.

Last Four Digits of Acct.	Creditor	Collateral Description / Address
2075	Stonefield HOA	3163 Hanging Moss Circle
20,0		Kissimmee, FL

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(f) Claims Secured by Real Property and/or Personal Property to Which Section 506 Valuation DOES NOT APPLY Under the Final Paragraph in 11 U.S.C. § 1325(a). The claims listed below were either: (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of Debtor; or (2) incurred within one year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate
	:				

(g) Claims Secured by Real or Personal Property to be Paid with Interest Through the Plan under 11 U.S.C. § 1322(b)(2). The following secured claims will be paid in full under the Plan with interest at the rate stated below.

Last Four Digits of Acct. No.	Creditor	Collateral Description/ Address	Claim Amount	Payment Through Plan	Interest Rate
2175	Carmax Auto Finance	2015 Ford Escape	\$10,913.06	\$213.53	6.5%

(h) Claims Secured by Personal Property – Maintaining Regular Payments and Curing Arrearage, if any, with All Payments in Plan.

No. Payment	Last Four Digits of Acct.	Creditor	Collateral Description	Regular Contractual	Arrearage
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(i) Secured Claims Paid Directly by Debtor. The following secured claims are being
made via automatic debit/draft from Debtor's depository account and are to continue to be
paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft
The automatic stay is terminated in rem as to Debtor and in rem and in personam as to ar
codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein
intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor	Property/Collateral

(j) Surrender of Collateral/Property that Secures a Claim. Debtor will surrender the following collateral/property. The automatic stay under 11 U.S.C. §§ 362(a) and 1301(a) is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor	Collateral/Property Description/Address

(k) Secured Claims That Debtor Does Not Intend to Pay. Debtor does not intend to make payments to the following secured creditors. The automatic stay is terminated in rem as to Debtor and in rem and in personam as to any codebtor with respect to these creditors upon the filing of this Plan. Debtor's state law contract rights and defenses are neither terminated nor abrogated.

Last Four Digits of Acct. No.	Creditor	Collateral Description/Address

6. <u>LEASES / EXECUTORY CONTRACTS</u>. As and for adequate protection, the Trustee shall disburse payments to creditors under leases or executory contracts prior to confirmation, as soon as practicable, if the Plan provides for payment to creditor/lessor, the creditor/lessor has filed a proof of claim or Debtor or Trustee has filed a proof of claim for the secured creditor/lessor under § 501(c), and no objection to the claim is pending. If Debtor's payments under the Plan are timely paid, payments to creditors/lessors under the Plan shall be deemed contractually paid on time.

(a) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid and Arrearages Cured Through the Plan. Debtor assumes the following leases/executory contracts and proposes the prompt cure of any prepetition arrearage as follows.

Last Four Digits of Acct. No.	Creditor/Lessor	Description of Leased Property	Regular Contractual Payment	Arrearage and Proposed Cure		

(b) Assumption of Leases/Executory Contracts for Real or Personal Property to be Paid Directly by Debtor. Debtor assumes the following lease/executory contract claims that are paid via automatic debit/draft from Debtor's depository account and are to continue to be paid directly to the creditor or lessor by Debtor outside the Plan via automatic debit/draft. The automatic stay is terminated *in rem* as to Debtor and *in rem* and *in personam* as to any codebtor as to these creditors and lessors upon the filing of this Plan. Nothing herein is intended to terminate or abrogate Debtor's state law contract rights.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral

(c) Rejection of Leases/Executory Contracts and Surrender of Real or Personal Leased Property. Debtor rejects the following leases/executory contracts and will surrender the following leased real or personal property. The automatic stay is terminated in rem as to Debtor and in rem and in personam as to any codebtor as to these creditors and lessors upon the filing of this Plan.

Last Four Digits of Acct. No.	Creditor/Lessor	Property/Collateral to be Surrendered

7. GENERAL UNSECURED CREDITORS. General unsecured creditors with allowed claims shall receive a *pro rata* share of the balance of any funds remaining after payments to the above referenced creditors or shall otherwise be paid under a subsequent Order Confirming Plan. The estimated dividend to unsecured creditors shall be no less than \$0.00.

#### D. GENERAL PLAN PROVISIONS:

1.	Secured creditors,	whether	or not	dealt w	ith unde	er the	Plan,	shall	retain	the	liens
	securing such clair	ms.									

- 2. Payments made to any creditor shall be based upon the amount set forth in the creditor's proof of claim or other amount as allowed by an Order of the Bankruptcy Court.
- 3. If Debtor fails to check (a) or (b) below, or if Debtor checks both (a) and (b), property of the estate shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise. Property of the estate
  - (a) \_\_\_\_\_ shall not vest in Debtor until the earlier of Debtor's discharge or dismissal of this case, unless the Court orders otherwise, or
  - (b) X shall vest in Debtor upon confirmation of the Plan.
- 4. The amounts listed for claims in this Plan are based upon Debtor's best estimate and belief and/or the proofs of claim as filed and allowed. Unless otherwise ordered by the Court, the Trustee shall only pay creditors with filed and allowed proofs of claim. An allowed proof of claim will control, unless the Court orders otherwise.
- 5. Debtor may attach a summary or spreadsheet to provide an estimate of anticipated distributions. The actual distributions may vary. If the summary or spreadsheet conflicts with this Plan, the provisions of the Plan control prior to confirmation, after which time the Order Confirming Plan shall control.
- 6. Debtor shall timely file all tax returns and make all tax payments and deposits when due. (However, if Debtor is not required to file tax returns, Debtor shall provide the Trustee with a statement to that effect.) For each tax return that becomes due after the case is filed, Debtor shall provide a complete copy of the tax return, including business returns if Debtor owns a business, together with all related W-2s and Form 1099s, to the Trustee within 14 days of filing the return. Unless otherwise ordered, consented to by the Trustee, or ordered by the Court, Debtor shall turn over to the Trustee all tax refunds in addition to regular Plan payments. Debtor shall not instruct the Internal Revenue Service or other taxing

agency to apply a refund to the following year's tax liability. **Debtor shall not spend any tax refund without first having obtained the Trustee's consent or Court approval.** 

E.	NONSTANDARD PROVISIONS as Defined in Federal Rule of Bankruptcy
	Procedure 3015(c). Note: Any nonstandard provisions of this Plan other than those set
	out in this section are deemed void and are stricken.

# **CERTIFICATION**

By filing this document, the Attorney for Debtor, or Debtor, if not represented by an attorney, certifies that the wording and order of the provisions in this Chapter 13 Plan are identical to those contained in the Model Plan adopted by this Court, and that this Plan contains no additional or deleted wording or nonstandard provisions other than any nonstandard provisions included in Section E.

SIGNATURE(S):		
Debtor(s)		
lance In Parlson	Date _	3/4/19
James M. Partain		
Carol Partain	Date _	3/4/19
Carol Partain		
Attorney for Debtors		
	Date _	3/4/19
Charles Price, Esq.		

# **CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of this Chapter 13 Plan of Debtors was furnished by United States mail, postage prepaid, to All Creditors and Parties in Interest as listed on the Court's Matrix as attached, this 4<sup>th</sup> day of March, 2019.

/s/ CHARLES W. PRICE CHARLES W. PRICE, ESQ. Attorney for Debtors PRICE LAW FIRM 400 Maitland Ave., Suite 1000 Altamonte Springs, FL 32701 charlie@cpricelawfirm.com p. 407.834.0090, f. 407.386.7610 Fla. Bar No. 870862

UE DATE		19-00878-CCJ						# 350		Wells Fargo		
13th		3/13/2019 Unsecured	Debtor Pmt	10.0% Tee Fee		ATTY		MONITORING FEE	·		iis Fargo ortgage	
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3/13/2019	1	\$0.36	\$1,645.00	\$164.50		\$100.00	200000-00000		2007083	200000000	\$1,166.6	
4/13/2019	2	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
5/13/2019	3	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
6/13/2019	4	\$0.36	\$1,645.00	\$164.50		\$100.00			ļ		\$1,166.6	
7/13/2019	5	\$0.36	\$1,645.00	\$164.50		\$100.00		<u> </u>	<u> </u>		\$1,166.6	
8/13/2019	6	\$0.36	\$1,645.00	\$164.50		\$100.00			<u> </u>		\$1,166.6	
9/13/2019	7	\$0.36	\$1,645.00	\$164.50		\$100.00 \$100.00		1		-	\$1,166.6 \$1,166.6	
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2/13/2020		\$0.36	\$1,645.00	\$164.50		\$100.00	<del> </del>				\$1,166.6	
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5/13/2020		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
6/13/2020	16	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
7/13/2020	17	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
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10/13/2020		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
11/13/2020		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
12/13/2020		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
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7/13/2021		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
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10/13/2021	32	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
11/13/2021		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
12/13/2021	34	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
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4/13/2023	50	\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
5/13/2023		\$0.36	\$1,645.00	\$164.50		\$100.00					\$1,166.6	
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Label Matrix for local noticing 113A-6 Case 6:19-bk-00878-CCJ Middle District of Florida Orlando Mon Mar 4 13:23:39 EST 2019

Advent Health
Patient Financial Services
PO Box 538800
Orlando, FL 32853-8800

Amca 2269 S Saw Mill Elmsford, NY 10523-3832

Carmax Auto Finance 2040 Thalbro St Richmond, VA 23230-3200

Florida Hosp Med Center Patient Financial Services PO Box 538800 Orlando FL 32853-8800

Internal Revenue Service Post Office Box 7346 Philadelphia PA 19101-7346

Law Offices of John L Di Masi PA 801 N Orange Ave. Suite 500 Orlando, FL 32801-5202

Mccoy Federal Credit U Pob 593806 Orlando, FL 32859-3806

Phellan Hallinan Diamond & J 2001 NW 64th Street Suite 100 Fort Lauderdale, FL 33309-1844

Safehome Sec 1125 Middle St Middletown, CT 06457-1686 United States Trustee - ORL7/13 7 Office of the United States Trustee George C Young Federal Building 400 West Washington Street, Suite 1100 Orlando, FL 32801-2210

Advent Health Med Grp Ctrl F PO Box 19000 Belfast ME 04915-4085

Amsher Collection Svcs, Inc. 4524 Southlake Parkway Suite 15 Birmingham, AL 35244-3271

Comenity Bank/kanefurn Po Box 182789 Columbus, OH 43218-2789

Ford Motor Credit Comp Po Box Box 542000 Omaha, NE 68154-8000

Jared Galleria 375 Ghent Rd Akron, OH 44333-4601

Mba Law Offices/capio 3400 Texoma Parkway Sherman, TX 75090-1916

Medical Business Burea 1460 Renaissance Drive Park Ridge, IL 60068-1331

Portfolio Recov Assoc 120 Corporate Blvd Ste 100 Norfolk, VA 23502-4952

Sears/cbna Po Box 6217 Sioux Falls, SD 57117-6217 Acceptance Now 5501 Headquarters Drive Plano, TX 75024-5837

Ally Financial P.o. Box 380901 Bloomington, MN 55438-0901

Cap1/dbarn Po Box 30258 Salt Lake City, UT 84130-0258

Florida Department of Revenue Bankruptcy Unit Post Office Box 6668 Tallahassee FL 32314-6668

(p)GOLD KEY CREDIT INC PO BOX 15670 BROOKSVILLE FL 34604-0122

Kohls/capone N56 W 17000 Ridgewood Dr Menomonee Falls, WI 53051-7096

Mccoy Fed Cu Pob 593806 Orlando, FL 32859-3806

Osceola County Tax Collector Attn: Patsy Heffner Post Office Box 422105 Kissimmee FL 34742-2105

Quantum3 Group LLC as agent for CF Medical LLC PO Box 788 Kirkland, WA 98083-0788

Stonefield Homeowners c/o Leland Mgmt Processing PO Box 621055 Orlando, FL 32862-1055

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Syncb/belk Po Box 965028 Orlando, FL 32896-5028 Syncb/jcp Po Box 965007 Orlando, FL 32896-5007

Target Nb

Syncb/rooms To Go C/o Po Box 965036 Orlando, FL 32896-0001

T Mobile/T-Mobile USA Inc by American InfoSource as agent PO Box 248848

Oklahoma City, OK 73124-8848

Po Box 673 Minneapolis, MN 55440-0673 Tmobile PO Box 742596 Cincinnati OH 45264-0001

US Anesthesia Partners of FL c/o Frost Arnet PO Box 198988 Nashville TN 37219-8988 (p) WELLS FARGO BANK NA
WELLS FARGO HOME MORTGAGE AMERICAS SERVICING
ATTN BANKRUPTCY DEPT MAC X7801-014
3476 STATEVIEW BLVD

Wells Fargo Home Mortg 4101 Wiseman Blvd # Mc-T San Antonio, TX 78251-4200

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FORT MILL SC 29715-7203

James M. Partain PO Box 421000 Kissimmee, FL 34742-1000

Laurie K Weatherford Post Office Box 3450 Winter Park, FL 32790-3450

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g) (4).

Goldkey Cred P O Box 15670 Brooksville, FL 34604 Wells Fargo Hm Mortgag 8480 Stagecoach Cir Frederick, MD 21701 End of Label Matrix
Mailable recipients 42
Bypassed recipients 0
Total 42